BILL NO. S-81-10-35

SPECIAL ORDINANCE NO. S-237-81

AN ORDINANCE approving a contract for Curb and Street Lighting Improvement Resolution No. 5911-81, between the City of Fort Wayne, Indiana and L. W. Dailey, Inc., Contractor for improvements on Buena Vista Drive.

BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That a certain contract, dated October 21, 1981, between the City of Fort Wayne, Indiana, by and through its Mayor and the Board of Public Works, and L. S. Dailey, Inc., Contractor, for:

Constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries,

under Board of Public Works Curb and Street Lighting Improvement Resolution No. 5911-81, at a total cost of $30,857.15 to be paid for by Barrett Law Revolving Fund, all as more particularly set forth in said contract which is on file in the office of the Board of Public Works and is by reference incorporated herein and made a part hereof, be and the same is in all things hereby ratified, confirmed and approved.

SECTION 2. That this Ordinance shall be in full force and effect from and after its passage and approval by the Mayor.

Samuel J. Talarico
COUNCILMAN

APPROVED AS TO FORM AND LEGALITY OCTOBER 23, 1981.

BRUCE O. BOXBERGER, CITY ATTORNEY

Read the first time in full and on motion by *Talarico*, seconded by *Stier*, and duly adopted, read the second time by title and referred to the Committee *Public Wks* (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council ~~Chambers~~, City-County Building, Fort Wayne, Indiana, on ______________, ~~the~~ ______________ day of ______________, 19____, at ____________ o'clock ____ M.,E.S.T.

DATE: *10-27-81*

Charles W. Westerman
CHARLES W. WESTERMAN
CITY CLERK

Read the third time in full and on motion by *Talarico*, seconded by *Stier*, and duly adopted, placed on its passage. PASSED ~~(LOST)~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT	TO-WIT:
TOTAL VOTES	*9*	*0*			
BURNS	*X*				
EISBART	*X*				
GiaQUINTA	*X*				
NUCKOLS	*X*				
SCHMIDT, D.	*X*				
SCHMIDT, V.	*X*				
SCHOMBURG	*X*				
STIER	*X*				
TALARICO	*X*				

DATE: *11-10-81*

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ZONING MAP) (GENERAL) (ANNEXATION)~~ (SPECIAL) ~~(APPROPRIATION)~~ ORDINANCE ~~(RESOLUTION)~~ No. *S-237-81* on the *10th* day of *November*, 19*81*.

ATTEST: (SEAL)

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

John Nuckols
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the *12th* day of *November*, 19*81*, at the hour of *10:00* o'clock *A.* M.,E.S.T.

Charles W. Westerman
CHARLES W. WESTERMAN - CITY CLERK

Approved and signed by me this *17th* day of *November* 19*81*, at the hour of *1:00* o'clock *P* M.,E.S.T.

[signature]
WINFIELD C. MOSES, JR.
MAYOR

BILL NO. S-81-10-35

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON Public Works TO WHOM WAS REFERRED AN ORDINANCE approving a contract for Curb and Street Lighting Improvement Resolution No. 5911-81, between the City of Fort Wayne, Indiana and L.W. Dailey, Inc., Contractor for improvements on Buena Vista Drive

HAVE HAD SAID ORDINANCE UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID ORDINANCE Do PASS.

SAMUEL J. TALARICO, CHAIRMAN — Samuel J. Talarico

PAUL M. BURNS, VICE CHAIRMAN — Paul M. Burns

JAMES S. STIER

MARK E. GiaQUINTA — Mark E. GiaQuinta

DONALD J. SCHMIDT — D J Schmidt

CONCURRED IN

DATE 11-10-81 CHARLES W. WESTERMAN, CITY CLERK

THE CITY OF FORT WAYNE

CITY-COUNTY BUILDING • ONE MAIN STREET • FORT WAYNE, INDIANA 46802

board of public works

August 31, 1981

The Common Council
Fort Wayne, Indiana

SUBJECT: CURB AND ORNAMENTAL LIGHTING IMPROVEMENT RES. 5911-81
BUENA VISTA - DODGE TO LAWNDALE

Gentlemen and Mrs. Schmidt:

Contract for Curb and Ornamental Lighting Improvement Res. 5911-81, Buena Vista (2500 block and 2600 block) from Dodge Avene to Lawndale has been awarded to L.W. Dailey, Inc.

L.W. Dailey, Inc. has submitted the low bid in the amount of $30,857.15, which was 31% below the Engineer's estimate.

Because of the contracting season and the schedule of the contractor, the Board of Public Works respectfully requests "Prior Approval". Special Ordinance for formal approval will be submitted in the near future.

Sincerely,

BOARD OF PUBLIC WORKS

THOMAS W. LATCHEM, CHAIRMAN

CITY OF FORT WAYNE

WIN MOSES, JR., MAYOR

sa
approved:

ATTEST:
Charles Westerman

BID ANALYSIS SHEET

PROJECT *Buena Vista Sw.* — OFFICE OF CITY ENGINEER

DATE ______ RES. NO. *5911-81* MATERIAL ______ FORT WAYNE INDIANA

CONTRACTORS					L.W. DAILEY INC		T&F CONC. CORP		RIETH-RILEY CONC.		HIPSKIND						
STREETS—ALLEYS—SIDEWALKS QUAN	UNIT	MATERIAL	ESTIMATE	EXTENSION	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID	TOTAL BID	UNIT BID
232	S.Y.	CONCRETE REMOVAL	$5.00	$1160.00	$2.50	$580.00	3.60	835.20	3.00	696.00	6.00	1,392.00					
1722	L.F.	CURB REMOVAL	2.00	3444.00	1.50	2583.00	1.50	2,583.00	1.20	2066.40	3.00	5,166.00					
560	S.F.	6' CURBFACE WINGWALK W/FAN	2.60	1456.00	1.70	952.00	1.80	1,008.00	2.10	1176.00	3.50	1,960.00					
40	S.Y.	9" CONCRETE RECESSED 2"	25.00	1000.00	19.00	760.00	20.00	800.00	25.00	1,000.00	30.00	1200.00					
225	S.F.	4" WALK	2.00	450.00	1.45	326.25	1.65	371.25	1.75	393.75	2.00	450.00					
145	S.Y.	6" DRIVERS	23.00	3335.00	18.00	2610.00	16.00	2,320.00	19.50	2827.50	26.00	3,770.00					
250	TON	TOP SOIL	10.00	2500.00	4.00	1000.00	5.00	1,250.00	5.00	1250.00	20.00	5,000.00					
635	S.Y.	SOD	3.50	2222.50	2.50	1587.50	3.50	2,222.50	3.90	2476.50	5.00	3,175.00					
365	S.Y.	SEED & MULCH	2.50	912.50	.40	146.00	.35	127.75	.50	182.50	1.50	547.50					
1722	L.F.	TYPE I-B CURB	11.00	18,942.00	7.00	12,054.00	6.50	11,193.00	6.35	10,934.70	10.00	17,220.00					
1	EA.	TYPE I-C CATCH BASIN	1500.00	1500.00	1250.00	1,250.00	1100.00	1,100.00	1000.00	1,000.00	900.00	900.00					
1	EA	TYPE I-C INLET	700.00	700.00	500.00	500.00	500.00	500.00	350.00	350.00	1,100.00	1,100.00					
3	EA	ADJUST WATER VALVE	50.00	150.00	75.00	225.00	25.00	75.00	75.00	225.00	75.00	225.00					
120	TON	TYPE "O" COMPACTED AGGREGATE	10.00	120.00	7.90	948.00	7.50	900.00	14.25	1710.00	10.00	1,200.00					
		STREET LIGHT ENGINEERING															
9	EA	INSTALL 16' BLACK ALUM. W/H POLE WITH POLE SET	66.00	594.00	46.00	414.00	66.00	594.00	48.00	432.00	60.00	540.00					
9	EA	INSTALL TC 100R LUMINAIRE W/ LAMP	42.00	378.00	27.50	247.50	33.00	297.00	29.00	261.00	40.00	360.00					
725	L.F.	TRENCH IN EARTH 18"-20" DEEP	1.40	1015.00	1.15	833.75	2.00	1,450.00	1.25	906.25	1.60	1,160.00					
610	L.F.	BORE OR PUSH 1½" P.V.C. TUBING UNDER DRIVES, STREETS, WALKS, TREES, etc.	5.00	3050.00	4.30	2623.00	5.00	3,050.00	4.50	2,745.00	6.00	3,660.00					
1425	L.F.	INSTALL 2/C #/OR 1/2 #4 ALUM. WIRE IN TRENCH OR CONDUIT	.50	712.50	.32	456.00	.40	570.00	.35	498.75	.60	855.00					
745	L.F.	FINE GRADING, SEEDING, MULCH	.50	372.50	.27	201.15	.40	298.00	.30	223.50	.50	372.50					
5	LS	REMOVE EXISTING CONC. POLES, ... INCL. BACKFILL & SEEDING	110.00	550.00	112.00	560.00	[illegible]	1,100.00	600.00	600.00	170.00	850.00					
				44,564.00		30,857.15		32,644.70		31,957.85		51,003.00					
					31% UNDER		27% UNDER		28% UNDER		14% OVER						

SUBJECT TO COUNCILMANIC APPROVAL
PRELIMINARY MEETING________
RATIFICATION________

CONTRACT

This Agreement, made and entered into this________day of________________, 19____

by and between -------------------- L. W. DAILEY, INC. ----------------------------

-------------------- P.O. BOX 8132, FORT WAYNE, INDIANA ------------------------

hereinafter called "Contractor" and the City of Fort Wayne, Indiana, a municipal corporation, hereinafter called "City," under and by virtue of an act of the General Assembly of the State of Indiana, entitled "An Act Concerning Municipal Corporations," approved March 6, 1905, and all amendatory and supplementary acts thereto, WITNESSETH: That the Contractor covenants and agrees to improve Resolution No. 5911-81 by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5911-81 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Two dollars and fifty cents per square yard	2.50
Curb Removal	One dollar and fifty cents per lineal foot	1.50
6" Curbface Wingwalk w/Ramps	One dollar and seventy cents per square foot	1.70
9" Concrete Recessed 2"	Nineteen dollars and no cents per square yard	19.00
4" Walk	One dollar and forty-five cents per square foot	1.45
6" Drives	Eighteen dollars and no cents per square yard	18.00
Topsoil	Four dollars and no cents per ton	4.00
Sod	Two dollars and fifty cents per square yard	2.50
Seed & Mulch	No dollars and forty cents per square yard	0.40
Type II-B Curb (Includes sealing for winter)	Seven dollars and no cents per lineal foot	7.00
Type I-C Catch Basin	Twelve hundred and fifty dollars and no cents per each	1,250.00
Type I-C Inlet	Five hundred dollars and no cents per each	500.00
Adjust Water Valve	Seventy-five dollars and no cents per each	75.00
Type "0" Compacted Aggregate	Seven dollars and ninety cents per ton	7.90
Install 16' black aluminum pole 4' deep - w/poleset	Forty-six dollars and no cents per each	46.00
Install TC 100R Luminaire & Lamp	Twenty-seven dollars and fifty cents per each	27.50
Trench in earth - 24" deep	One dollar and fifteen cents per lineal foot	1.15
Bore or push 1-½" pvc tubing under drives, streets,		

lighting within the same boundaries.

by grading and paving the roadway to a width of XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX

upon a foundation and with curbing as fully set out in the specifications hereinafter referred to, in a good and workmanlike manner and to the entire satisfaction of said City, in accordance with Improvement Resolution No. 5911-81 attached hereto and by reference made a part hereof. ~~and at the following price per lineal foot~~

At the following prices:

Concrete Removal	Two dollars and fifty cents per square yard	2.50
Curb Removal	One dollar and fifty cents per lineal foot	1.50
6" Curbface Wingwalk w/Ramps	One dollar and seventy cents per square foot	1.70
9" Concrete Recessed 2"	Nineteen dollars and no cents per square yard	19.00
4" Walk	One dollar and forty-five cents per square foot	1.45
6" Drives	Eighteen dollars and no cents per square yard	18.00
Topsoil	Four dollars and no cents per ton	4.00
Sod	Two dollars and fifty cents per square yard	2.50
Seed & Mulch	No dollars and forty cents per square yard	0.40
Type II-B Curb (Includes sealing for winter)	Seven dollars and no cents per lineal foot	7.00
Type I-C Catch Basin	Twelve hundred and fifty dollars and no cents per each	1,250.00
Type I-C Inlet	Five hundred dollars and no cents per each	500.00
Adjust Water Valve	Seventy-five dollars and no cents per each	75.00
Type "O" Compacted Aggregate	Seven dollars and ninety cents per ton	7.90
Install 16' black aluminum pole 4' deep - w/poleset	Forty-six dollars and no cents per each	46.00
Install TC 100R Luminaire & Lamp	Twenty-seven dollars and fifty cents per each	27.50
Trench in earth - 24" deep	One dollar and fifteen cents per lineal foot	1.15
Bore or push 1-½" pvc tubing under drives, streets, trees, etc.	Four dollars and thirty cents per lineal foot	4.30
Install 2/C and/or 1/C#4 Aluminum Wire in Trench or Conduit	No dollars and thirty-two cents per lineal foot	0.32
Fine grading, seeding, & mulch	No dollars and twenty-seven cents per lineal foot	0.27
Remove existing ornamental poles, foundation, including backfill & seeding	One hundred and twelve dollars and no cents per lump sum	112.00
Total	Thirty thousand, eight hundred and fifty-seven dollars and fifteen cents	$30,857.15

The Contractor will furnish immediately a certificate from the Industrial Board of the State of Indiana that he has complied with Sections 5, 68, 69 of the Workmen's Compensation Act, approved March 14, 1929, in accordance with Section 14 of the Compensation Act (Acts 1929, page 545, being I.C. 22-3-2-1 et. seq.).

A copy of General Ordinance No. G-34-78 (as amended)concerning discriminating in employment under municipal contracts is attached and incorporated herein by

The Contractor hereby expressly agrees to perform all the work in the prosecution of the above described improvement according to the terms and conditions of Improvement Resolution No. 5911-81 the plans, profiles, specifications and the contractor's bid therefor on file in the office of the Department of Public Works of said City, which said resolution, profile, plans and specifications are made a part of this contract as fully and effectually as if copied herein at full length, (copies of which are attached hereto).

It is hereby agreed that no assignment of this contract shall be made without the written consent of the City; said Contractor hereby covenants and agrees that said improvement shall be finally and in all respects completed on or before October 15, 19 81 and the Contractor agrees to pay and give to the City, as liquidated damages, the sum of $25.00 for each and every day after said date, 19___ until said work is finally completed and ready for acceptance by the City. It being also understood that in event of any conflict between this contract and the specifications, that the former shall be considered to contain the intention of the parties hereto.

It is further agreed by and between said parties, that the acceptance of the work provided for in this contract, or the payment therefor, for the whole or a part, shall not constitute a waiver on the part of the City of any of the provisions of the contract, nor shall it release said Contractor, or the sureties upon its bond for the faithful performance thereof, nor shall the acceptance be even prima facie evidence of the performance of any provisions of such contract except to the extent of entitling said Contractor to receive the price therefor. It is further understood that the failure of the City to exercise its right of inspection or rejection of material and work, or the exercise of such right shall not in any sense be considered an acceptance of any part of said work or material.

The Contractor further contracts and agrees that in the prosecution of said work all proper skill and care will be exercised, that said party will properly and fully guard all excavations and dangerous places, and will use all due and proper precautions to prevent injury to any property, person and persons, what or whomsoever. That for and during the period of the making of such improvement, and the period for which the same is to be maintained and kept in repair by the Contractor, the City shall be saved harmless from any and all liability whatsoever growing out of any injury or damage to property or persons because of any neglect or fault of the said Contractor, its agents or employees, in the execution of this contract or any matter connected therewith or related thereto and to pay any judgment with costs which may be obtained against said City, growing out of any such injury or damage.

To each of the conditions and stipulations in this contract, the undersigned bind themselves, their successors and assigns.

IN WITNESS WHEREOF, we the foregoing named parties hereunto set our hands this ________

day of ______________________, 19___

ATTEST:

[signature]

Corporate Secretary

L. W. DAILEY

BY: [signature]

ITS: Pres

Contractor, Party of the First Part.

City of Fort Wayne, By and Through:

[signature]

[signature]

[signature]

____

Its Board of Public Works and Mayor.

ATTEST:

[signature]

Secretary and Clerk

Approved As To Form & Legality

[signature]

ASSOCIATE CITY ATTORNEY

BILL NO. G-78-10-41 (as amended)

GENERAL ORDINANCE NO. G-34-78 (as amended)

AN ORDINANCE amending Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974.

BE IT ENACTED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That Section 15-13 "Employment under Municipal Contract," Article III, Chapter 15 of the Code of the City of Fort Wayne, Indiana of 1974 is amended to be and read as follows, to wit:

"Sec. 15-13 Same - Under Municipal Contract.

15-13-1 Definitions. As used in this Section, the following words have these meanings:

a. The terms "Discriminates," "discriminating," "discriminatory" mean and include:

(1) to promote segregation or separation in any manner, to treat any person differently, or to exclude from or fail or refuse to extend to any person equal opportunities with respect to hiring, termination, compensation, or other terms, conditions or privileges of employment, because of the race, religion, sex, color, national origin or handicap of any such person;

(2) also, to fail to make reasonable accommodation to the known physical or mental limitations of an otherwise qualified handicapped employee;

(3) also, to fail to make reasonable accommodation to the religious observance or practice of any employee or prospective employee unless the employer can demonstrate that the accommodation would impose an undue hardship on the conduct of the employer's business;

(4) also, to make, print or publish, or cause to be made, printed or published any notice, statement, or advertisement with respect to employment that indicates a preference, limitation, specification or discrimination based on race, sex, religion, color, national origin or handicap;

(5) the following practices are not included in the meaning of "discrimination":

(a) for any not-for-profit association, incorporated or otherwise, organized exclusively for fraternal or religious purposes, to devote its resources to its own religion or denomination, or to give employment preference to its own members,

(b) for any not-for-profit association, incorporated or otherwise, established for the purpose of offering or providing education, training or other social services and benefits to handicapped persons, to devote its resources to such handicapped persons with respect to such education, training or social services and benefits.

b. The term "handicap" means and includes:

(1) any physical or mental impairment which substantially limits one or more of a person's major life activities; or

(2) a record of such an impairment, and includes,

(3) a person who is regarded as having such an impairment; provided that,

(4) this term does not include drug or alcohol abuse or addiction.

c. The term "obstruct" means and includes the actions of any person knowingly obstructing the fair and lawful enforcement of this Article of this Chapter by coercing or intimidating any complainant or prospective complainant, or any witness to any act of discrimination as defined herein, after such person has received actual notice of a discrimination charge or has been served notice of a complaint filed.

d. The term "retaliate" means and includes the actions of any person in discriminating against any other person with regard to, or denying any other person access to or opportunities in employment, because any such other person has opposed any practice made unlawful by this Article of this Chapter, or because such other person has made a charge, testified, assisted or participated in any manner in an investigation, proceeding, or hearing under this Article of this Chapter.

15-13-2 Mandatory Covenants. Every contract for or on behalf of the City of Fort Wayne for the construction, alteration or repair of any public building or public work or the performance of any other work or service shall contain provisions by which the contractor agrees, as follows:

a. That in the performance of work under such contract or any subcontract thereunder, the contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, will not discriminate against any person who is qualified and available to perform the work to which the employment relates.

b. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not obstruct the enforcement of this Article of this Chapter.

c. That such contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor will not retaliate against any person.

15-13-3 Enforcement. Enforcement of this Article of this Chapter shall be through order of the Board of Public Works, in the following manner:

a. Whenever any member of the Board of Public Works, or whenever the Affirmative Action Officer who is assigned to help watch over public contracts has reason to believe that any of the provisions hereof have been violated, the matter may be referred to the Metropolitan Human Relations Commission for investigation and initiation of discrimination charges against the contractor or subcontractor. Cases over which the Commission has no jurisdiction shall be investigated by said Affirmative Action Officer.

b. A final order of the Metropolitan Human Relations Commission shall be forwarded to the Board of Public Works, which may invoke one of the remedies set forth in Sub Section 15-13-4 hereof. If it is a matter over which the Metropolitan Human Relations Commission has no jurisdiction, the Board of Public Works shall conduct a hearing to determine whether there has been a breach of this Article of this Chapter. In so doing, the Board may call upon the Commission for consultation.

15-13-4 Remedies. Upon finding that a contractor or sub-contractor or any person acting on behalf of such contractor or subcontractor has violated a provision or provisions of this Article of this Chapter, whether discriminating, obstructing, retaliating, or otherwise, the Board of Works may:

a. Deduct from the amount payable to the contractor by the City of Fort Wayne under such contract a penalty of no less than ten dollars ($10.00) per day, per violation, nor more than one thousand dollars ($1,000.00) per day, per violation. Each day on which a continuing violation exists, shall be deemed a separate offense; or,

b. The Board of Works may cancel or terminate the contract, and all money due or to become due thereunder may be forfeited, for a second or any subsequent violation of this article of this Chapter.

SECTION 2. That Chapter 15, Article III, of the Code of the City of Fort Wayne, Indiana of 1974 is further amened by adding thereto a new section 15-13A, which shall be and read as follows, to wit:

"Sec. 15-13A. A verbatim copy of Sec. 15-13 may be attached as an exhibit to and incorporated in and made a part of any contract made by or on behalf of the City of Fort Wayne, Indiana for any public work; which shall constitute compliance with Sec. 15-13-2."

Improvement Resolution

ORNAMENTAL LIGHTING
FOR CURB AND ~~SIDEWALK~~

No. 5911-1981

RESOLVED BY THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA,

That it is deemed necessary to improve by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries.

Cost Participation as follows:

Curbs	50% Property Owner	50% City
Street Lighting	$5.22 L.F. Property Owner Participation for property abutting said street	

NOTE: Resolution amended to read: Payment shall be financed by the Barrett Law revolving improvement fund as provided for in I. C 18-6-5-29.5.

all in accordance with the profile, details, drawings, and specifications on file in the office of the Department of Public Works of said City; and such improvement is now ordered.

The cost of said improvement shall be assessed upon the real estate abutting on said Buena Vista Drive as above described and upon the City of Fort Wayne, Indiana, if the said city is benefited by said improvement, all according to the method and manner provided for in an Act of the General Assembly of the State of Indiana, entitled, "An Act Concerning Municipal Corporations," approved March 6, 1905, and the provisions of all Acts amendatory thereto and supplemental thereof.

Assessments, if deferred, are to be paid in ten equal installments, with interest at the prevailing rate ~~of five per cent~~ per annum. A bond or bonds shall be issued to the contractor in payment of such work, unless the property owners pay said assessments before said bond or bonds are issued. Under no circumstances shall the City of Fort Wayne be or be held responsible for any sum or sums due from said property owner or owners for said work, or for the collection of the same, or for the payment of any bond, bonds, certificate or certificates, issued to said contractor in payment for such work, except for such moneys as shall have been actually received by the City from the assessments for such improvement, or such moneys as said City is by said above entitled act required to pay. All proceedings had and work done in the making of said improvement, assessment of property, collection of assessments and issuance of bonds therefor, shall be as provided for in said above entitled act and all amendments thereto and supplements thereof.

Adopted, this __________ *day of* __________

ATTEST: __________

Secretary & Clerk

BOARD OF PUBLIC WORKS: __________ __________ __________

PERFORMANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, that we L. W. DAILEY, INC. as Principal, and the St. Paul Fire and Marine Insurance Company ____________, a corporation organized under the laws of the State of Minnesota, and duly authorized to transact business in the State of Indiana, as Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the sum of THIRTY THOUSAND, EIGHT HUNDRED AND FIFTY-SEVEN DOLLARS AND FIFTEEN CENTS ------------------------------ ($ 30,857.15------------), for the payment whereof well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. The condition of the above obligation is such that

WHEREAS, the Principal did on the 22nd day of September, 19 81, enter into a contract with the City of Fort Wayne to construct

Resolution No. 5911-81

To improve by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries.

at a cost of $ 30,857.15--------, according to certain plans and specifications prepared by or approved by the City.

WHEREAS, the grant of authority by City to so construct such improvement provides:

1. That said improvement shall be completed according to said plans and specifications, and contractor shall warrant and guarantee all work, material, and conditions of the improvement for a period of three (3) years from the date of final acceptance in writing by the Owner;
2. There shall be filed with the City, within thirty (30) days after completion, a Completion Affidavit;
3. Said Principal is required to agree to make such adjustments, modifications, and repairs as required by the City within thirty (30) days after notice.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications.

NOW THEREFORE, if the principal shall faithfully perform all of the terms and conditions required of it by the contract and shall for three (3) years after acceptance of said improvement by City warrant and guarantee said improvement and shall indemnify the City for all loss that City may sustain by reason of the Principal's failure to comply with any of the terms of the authorization, then this obligation shall be void, otherwise it shall remain in full force and effect.

L.W. DAILEY, INC.
(Contractor)

BY: [signature]

ITS: Pres

ATTEST: [signature]

President - Yaste, Zent & Rye, Inc.
(Title) Authorized Agents

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Surety

*BY: [signature]
Authorized Agent
(Attorney-in-Fact)

*If signed by an agent, power of attorney must be attached

ATTACH POWER OF ATTORNEY

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that

------------------------------ L. W. DAILEY, INC. ------------------------------
(Name of Contractor)

------------------------- P.O. BOX 8132, FORT WAYNE, INDIANA ------------------
(Address)

a Corporation, hereinafter called Principal,
(Corporation, Partnership or Individual)

and St. Paul Fire and Marine Insurance Company
(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, an Indiana Municipal Corporation in the penal sum of THIRTY THOUSAND, EIGHT HUNDRED AND FIFTY-SEVEN DOLLARS AND FIFTEEN CENTS ------------------------------------- for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 22nd day of September, 19 81, for the construction of:

Resolution No. 5911-81

To improve by constructing curbs on both sides of the 2500 block and 2600 block of Buena Vista from Dodge Avenue to Lawndale Drive, and also installing ornamental lighting within the same boundaries.

at a cost of THIRTY THOUSAND, EIGHT HUNDRED AND FIFTY-SEVEN DOLLARS AND FIFTEEN CENTS --- ($ 30,857.15---------------), all according to Fort Wayne Street Engineering Department plans and specifications.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subconstructor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in 3 (number) counterparts, each one of which shall be deemed an original, this 22nd day of September, XXXX 1981.

(SEAL)

ATTEST:

[signature]
(Principal) Secretary

L. W. DAILEY, INC.
Principal

BY [signature]

Pres.
(Title)

1122 Thomas Rd.
Ft. Wayne, IN 46804
219-432-8886
(Address)

[signature]
Witness as to Principal

(Address) 1122 Thomas Rd.
Ft. Wayne, IN 46804
219-432-8886

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
Surety
BY [signature]
Attorney-in-Fact
(Authorized Agent)

Yaste, Zent & Rye, Inc.

201 West Wayne Street
(Address)

Fort Wayne, Indiana 46802

[signature]
Witness as to Surety

Yaste, Zent & Rye, Inc.
(Address)

201 West Wayne Street

Fort Wayne, Indiana 46802

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

ATTACH POWER OF ATTORNEY

The St.Paul
Property & Liability Insurance

ST. PAUL FIRE AND MARINE INSURANCE COMPANY
385 Washington Street, St. Paul, Minnesota 55102

CERTIFICATE OF AUTHORITY NO.
86211

GENERAL POWER OF ATTORNEY - CERTIFIED COPY
(Original on File at Home Office of Company. See Certification.)

KNOW ALL MEN BY THESE PRESENTS: That St. Paul Fire and Marine Insurance Company, a corporation organized and existing under the laws of the State of Minnesota, and having its principal office in the City of St. Paul, Minnesota, does hereby constitute and appoint:

Arthur C. Frericks, Gerald A. Dahle, Donald T. Belbutowski, individually, Ft. Wayne, Indiana

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise,

NOT TO EXCEED IN PENALTY THE SUM OF
TEN MILLION ($10,000,000) EACH

and the execution of all such instrument(s) in pursuance of these presents, shall be as binding upon said St. Paul Fire and Marine Insurance Company, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal office.

This Power of Attorney is executed, and may be certified to and may be revoked, pursuant to and by authority of Article V,-Section 6(C), of the By-Laws adopted by the Board of Directors of ST. PAUL FIRE AND MARINE INSURANCE COMPANY at a meeting called and held on the 23rd day of January, 1970, of which the following is a true transcript of said Section 6(C):

"The President or any Vice President, Assistant Vice President, Secretary or Resident Secretary shall have power and authority

(1) To appoint Attorneys-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof, and

(2) To appoint special Attorneys-in-fact, who are hereby authorized to certify to copies of any power-of-attorney issued in pursuance of this section and/or any of the By-Laws of the Company, and

(3) To remove, at any time, any such Attorney-in-fact or Special Attorney-in-fact and revoke the authority given him."

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of said Company adopted at a meeting duly called and held on the 6th day of May, 1959, of which the following is a true exerpt:

"Now therefore the signatures of such officers and the seal of the Company may be affixed to any such power of attorney or any certificate relating thereto by facsimile, and any such power of attorney or certificate bearing such facsimile signatures or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached."

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, St. Paul Fire and Marine Insurance Company has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 2nd day of January, A.D. 1980.

ST. PAUL FIRE AND MARINE INSURANCE COMPANY

STATE OF MINNESOTA
County of Ramsey } ss.

[signature]
Vice President

On this 15th day of May, 19 81 before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly sworn, said that he/she is the therein described and authorized officer of St. Paul Fire and Marine Insurance Company; that the seal affixed to said instrument is the Corporate Seal of said Company; that the said Corporate Seal and his/her signature were duly affixed by order of the Board of Directors of said Company.

NOTARIAL SEAL RAMSEY COUNTY, MINN.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal, at the city of St. Paul, Minnesota, the day and year first above written.

[signature]

V.C. INNES, Notary Public, Ramsey County, MN
My Commission Expires April 27, 1983

CERTIFICATION

I, the undersigned officer of St. Paul Fire and Marine Insurance Company, do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Section of the By-Laws of said Company as set forth in said Power of Attorney, with the ORIGINALS ON FILE IN THE HOME OFFICE OF SAID COMPANY, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

ST. PAUL FIRE & MARINE INSURANCE CO.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 22nd day of September, 19 81.

[signature]
Secretary

Only a certified copy of Power of Attorney bearing the Certificate of Authority No. printed in red on the upper right corner is binding. Photocopies, carbon copies or other reproductions of this document are invalid and not binding upon the Company.

ANY INSTRUMENT ISSUED IN EXCESS OF THE PENALTY AMOUNT STATED ABOVE IS TOTALLY VOID AND WITHOUT ANY VALIDITY.

For verification of the authenticity of this Power of Attorney, you may telephone toll free 800-328-9821 and ask for the Power of Attorney Clerk. Please refer to the above Certificate of Authority No. and the above named individual(s).

IN RE: WAGE SCALE

CODE: S-SKILLED
SS-SEMI SKILLED
US-UNSKILLED
IF-INDUSTRIAL FUND
PW-PER WEEK

We, the undersigned committee, being appointed to prepare a schedule of the prevailing wages to be paid in connection with, ALL CONSTRUCTION AND MAINTANANCE CONTRACTS AWARDED BY THE BOARD OF WORDS, CITY OF FT. WAYNE, INDIANA, DURING THE MONTHS OF JULY, AUGUST, AND SEPTEMBER 1981.

in compliance with the provisions of CHAPTER # 319 of the acts of the GENERAL ASSEMBLY of INDIANA, 1935, have established a schedule as hereinafter set forth for the following trades to wit;

TRADES OR OCCUPATION	CLASS		RATE PER HR.	H&W	PEN	VAC	APP.	MISC.
ASBESTOS WORKER	S		15.90	.65	1.45			3¢ IF
BOILERMAKER	S		16.00	1.37½	1.40		3¢	
BRICKLAYER	S		14.41	.80	.80		2¢	6¢ IF
CARPENTER (BUILDING)	S		13.40	.70	6%		2¢	4¢ IF
(HIGHWAY)	S		12.73	.80	.80		5¢	2¢ IF
EMENT MASON	S		12.85	.75	.80		2¢	
LECTRICIAN	S		15.75	.55	3%+.80		6¢	15¢ IF
LEVATOR CONSTRUCTOR	S		15.92	1.34	1.08½	8%	3½¢	
LAZIER	S		13.34		.40	.40	6¢	35¢ holid 1.00 ann
RON WORKER	S		14.20	1.00	1.85		4¢	2¢ IF
ABORER (BUILDING)	S-SS US		10.20-11.20	1.00	.75		9¢	
(HIGHWAY)	S-US-	SS	9.75-10.60	1.00	.75		9¢	
(SEWER)	S-US-	SS	9.75-10.60	1.00	.75		9¢	
ATHER	S		12.33		.80		1¢	3¢ IF
ILLWRIGHT & PILEDRIVER	S		13.80	.70	6%		2¢	4¢ IF
PERATING ENGINEER (BUILDING)	S-SS US		10.45-15.50	.75	1.00		10¢	
(HIGHWAY)	S-SS-	US	10.18-13.69	.75	1.00		10¢	
(SEWER)	S-SS-	US	9.29-12.44	.75	.65		10¢	
AINTER	S		11.70-12.70	.85	1.00		12¢	12¢ misc.
ASTERER	S		13.48	.60	.80			
UMBER & STEAMFITTER	S		16.05	.85	1.30		7¢	7¢ IF
SAIC & TERRAZZO GRINDER	S		9.50-11.50					
OFER	S		13.90		.50			
EETMETAL WORKER	S		15.37	.92	1.01		15¢	52¢ sasmi 17¢ IF
AMSTER (BUILDING)	S-SS US		10.60½-11.55½	36.50pw	41.00pw			
(HIGHWAY)	S-SS-	US	10.21-10.81	34.50pw	41.00pw			

any CLASSIFICATIONS ARE OMITTED IN THE ABOVE SCHEDULE, THE PREVAILING WAGE SCALE SHALL BE ID. The above and forgoing shall shall be the minimum prevailing wage scale for this project set by the wage scale committee, but in no way shall it prevent the contractor or sub - ntractor from paying a higher rate of wages than set out in the schedule of wages on file.

ED THIS 18 DAY OF June. 19 81

Sue Stone
REPRESENTING GOVERNOR, STATE OF INDIANA

[signature]
REPRESENTING THE AWARDING AGENT.

Fred M. Rice
REPRESENTING STATE A.F.L. & C.I.O.

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(3) The contractor will send to each labor union or representativ of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(4) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(5) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuan thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulation and orders.

(6) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federall

assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(7) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sactions for noncompliance: PROVIDED, HOWEVER, That in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

5462

G-81-10-35

TITLE OF ORDINANCE CURB & STREET LIGHTING RES.5911-81, BUENA VISTA

DEPARTMENT REQUESTING ORDINANCE BOARD OF PUBLIC WORKS

SYNOPSIS OF ORDINANCE CURB AND SIDEWALK IMPROVEMENT RESOLUTION 5911-81, THIS IMPROVEMENT IS BY CONSTRUCTING CURBS ON BOTH SIDES OF THE 2500 BLOCK AND 2600 BLOCK OF BUENA VISTA FROM DODGE AVENUE TO LAWNDALE DRIVE, AND ALSO INSTALLING ORNAMENTAL LIGHTING WITHIN THE SAME BOUNDARIES. L.W. DAILEY, INC. AWARDED THE CONTRACT. PRIOR APPROVAL ACQUIRED AND ATTACHED.

EFFECT OF PASSAGE CURBS AND STREET LIGHTING INSTALLED IN THE BUENA VISTA AREA.

EFFECT OF NON-PASSAGE THE ABOVE DESCRIBED PROJECT CANNOT BE COMPLETED.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $30,857.15 to be paid for by Barrett Law Revolving Fund

ASSIGNED TO COMMITTEE

sa